

ZB# 92-41

Douglas & Grace Jones

19-4-90

Prelim.

Oct. 26, 1992

Notice to Sentinel - 11/5/92.

⑥ OCPD to be notified. - 11/5/92.

Aps. furnished 10/29/92

① Developmental coverage?

Need figure to: 2012.

② Copy of record

③ " Title Report

④ Fees: ① 50.00
② 250.00

⑤ Photographs.

Public Hearing:

November 23, 1992

Overbalances

\$ 101.00 due
25.00

Pd. 3/1/93

\$ 136.00 bal.

25.00

Pd. 4/5/93

\$ 111.00 bal.

MADE IN U.S.A.

NO. 753 1/3

ESSELTE

Oxford

5/24/93

25.00

\$ 86.00

25.00

\$ 61.00 bal.

\$ 36.00

\$ 25.00 paid

92-41 - Jones, Douglas & Grace
existing Pool/Shed.

TOWN OF NEW WINDSOR
555 Union Avenue
New Windsor, NY 12550

GENERAL RECEIPT

Received of

Gene Jones

\$

50.00

DOLLARS

For

CONTRIBUTION

FUND	CODE	AMOUNT
<i>11 1000</i>	<i>7</i>	<i>50.00</i>

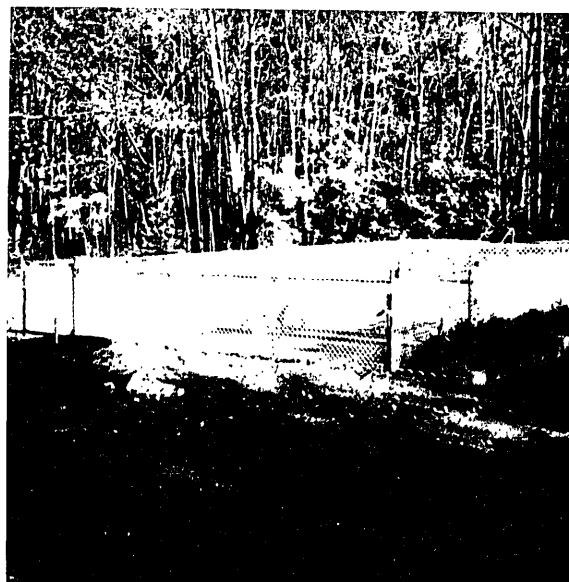
By

Pauline H. Townsend

Dorothy Clark

Title

W. J. AM. L. 10 B. 100 V. 10 N. 14564



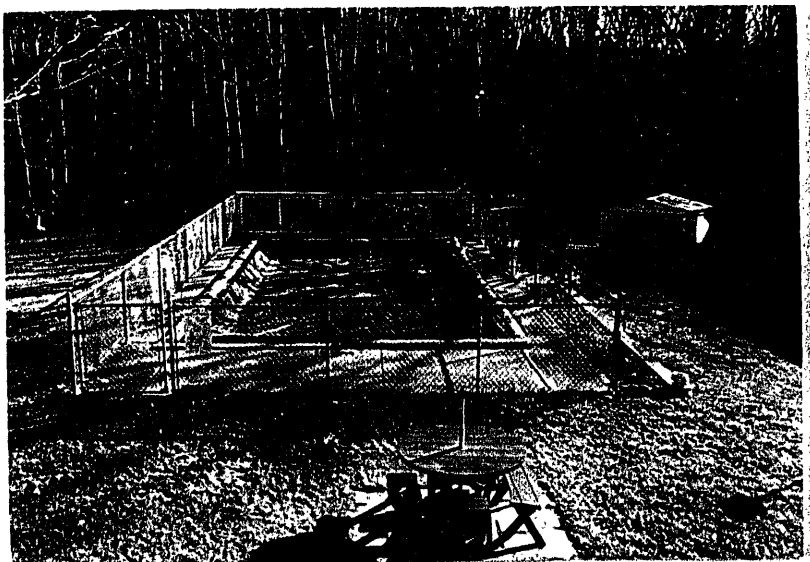
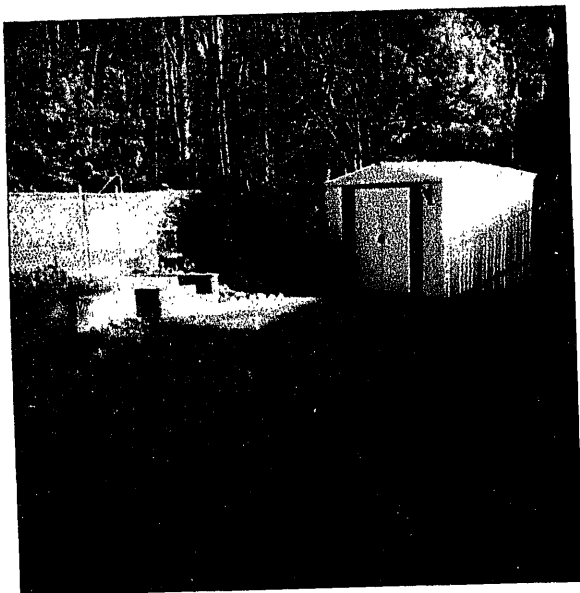
CR 2647	50.00	

© WILLIAMSON LAW BOOK CO., VICTOR, N.Y. 14564

by ~~James E. Williamson~~

Down Clark

Title



CR 2647 - Bowler's Bay Co.
(Anthony's Dick 9)

APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Jones, Grace & Douglas.

FILE # 92-41

RESIDENTIAL: \$50.00

COMMERCIAL: \$150.00

APPLICATION FOR VARIANCE FEE \$ 50.00 paid

* * * * *

ESCROW DEPOSIT FOR CONSULTANT FEES \$ 250.00.

DISBURSEMENTS -

STENOGRAPHER CHARGES:

PRELIMINARY MEETING - PER PAGE 10/26/92 - 12 pages \$ 54.00.
2ND PRELIM. MEETING - PER PAGE \$ _____
3RD PRELIM. MEETING - PER PAGE \$ _____
PUBLIC HEARING - PER PAGE 11/23/92 - 6 pages \$ 27.00.
TOTAL \$ 81.00.

ATTORNEY'S FEES:

PRELIM. MEETING- .3 HRS. \$ _____
2ND PRELIM. .4 HRS. \$ _____
~~3RD PRELIM. P.H.~~ .4 HRS. \$ _____
FORMAL DECISION 1.5 HRS. \$ _____

TOTAL HRS. 2.2 @ \$ 150.00 PER HR. \$ _____
TOTAL \$ 330.00.

MISC. CHARGES:

_____. \$ _____
TOTAL \$ 411.00

LESS ESCROW DEPOSIT . . . \$ 250.00
(ADDL. CHARGES DUE) . . . \$ 161.00 due.
REFUND TO APPLICANT DUE . \$ _____ paid

NEW WINDSOR ZONING BOARD OF APPEALS

-----X

In the Matter of the Application of

GRACE JONES

DECISION GRANTING
AREA VARIANCES

#92-41.

-----X

WHEREAS, GRACE JONES, 123 Cedar Avenue, New Windsor, New York 12553, has made application before the Zoning Board of Appeals for a 6 in. rear yard variance for existing pool, 6 ft. side yard variance for an existing shed and 20% developmental coverage for improvements at the above residential dwelling at the above address located in an R-4 zone: and

WHEREAS, a public hearing was held on the 23rd day of November, 1992 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, applicant appeared in behalf of herself and spoke in support of the application; and

WHEREAS, there were two (2) spectators appearing at the public hearing and neither spoke against the instant application; and

WHEREAS, the application was unopposed; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings of fact in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence shows that applicant is seeking permission to vary the provisions of the bulk regulations relating to rear yard setback, side yard and developmental coverage in order to allow an existing pool and shed and existing improvements at her residential dwelling in an R-4 zone.

3. The evidence presented by the applicant substantiated the fact that a variance for less than the allowable rear yard and side yard all as required pursuant to Sections 48-14(A)(1)(b), 48-14(c)(1) and 48-14(G)(1), and for more than the allowable developmental coverage would be required in order to allow the existing pool, shed and improvements at her residential dwelling which otherwise would conform to the bulk regulations in the R-4 zone.

4. The evidence presented by the applicant indicated that at the time of purchase of the residential dwelling in 1986, applicant relied on the information received which stated that there were no violations existing on the above parcel. When

applicant sought to refinance the dwelling in 1992, the above violations were found.

5. The applicant is now applying for a rear yard variance of 6 in., a side yard variance of 6 ft. and 20% excess developmental coverage in order to obtain a certificate of compliance for the pool, shed and improvements at her residential dwelling. The applicant also fails to meet the requirements of Section 48-14(A)(1)(b) which provides that an accessory building (which includes the applicant's pool and shed) shall be set back 10 ft. from any lot line. The applicant also fails to meet the requirements of Section 48-14(c)(1) which provides that paved terraces, steps and walks, other than such as are needed for access to the buildings on the lot, shall not project to within 4 ft. of a property line. Finally, the applicant also fails to meet the requirements of Section 48-21(G)(1) which provides that no pool shall be located in any required side yard and in no case closer than 10 ft. to any property line.

6. The evidence presented by the applicant indicated that the house, patio, fireplace and roof over the deck were all constructed in the 1950's prior to the adoption of a Zoning Local Law in the Town of New Windsor. A prior owner of the property constructed the pool and shed and related walks about 1982, apparently without applying for and obtaining the requisite municipal approvals. The applicant did not discover this upon their pre-closing investigation of municipal files prior to their purchase in 1986. Thereafter in 1992, the applicant conducted another, more detailed investigation of municipal files in connection with a refinancing and discovered the absence of municipal approvals for the pool and shed. Further investigation revealed that the pool and shed (and later it was discovered that the improvements in the lot exceeded the maximum developmental coverage allowed) could not be maintained without obtaining variances.

7. Thus, this applicant, although she did not create the improvements which do not comply with the bulk regulations now finds herself applying for variances which should have been sought by the prior owner of the property who made the violative improvements.

8. The evidence presented by the applicant indicated that this subject lot is relatively small and there was little space available in which to locate the pool, shed and improvements which violate the applicable developmental coverage. It is now unreasonable for the applicant's predecessor in title to want to improve the property with a pool, shed and other improvements. Since the lot, house and some other improvements pre-dated zoning, they created a condition in which little available space remained for further reasonable improvements, such as the pool and shed, without the necessity of obtaining variances.

9. In addition, since it was a predecessor in title of this applicant who created the nonconformities, the entire financial burden of removing the violative portions of the pool, shed and improvements, or of reducing them in size so that they would

conform to the bulk regulations, would fall entirely on the shoulders of the applicant. The financial burden of removing or altering improvements put in years ago by a predecessor in title is not one which this Board will impose on the applicant under these circumstances.

10. The existing pool, shed and improvements on the lot are not an unreasonable use thereof. The need for variances arises from the undersize nature of this lot. However, since the lot size pre-existed zoning, as did some of the improvements, it is the finding of this Board that the incremental variances which arose from the addition of the pool, shed and improvements following the adoption of zoning are not an unreasonable use of the parcel.

11. The evidence presented by applicant substantiated the fact that the variances, if granted, would not have a negative impact on the physical or environmental conditions in the neighborhood since they have existed since 1982 and are consistent with the residential character of that neighborhood.

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law in this matter:

1. The requested variances will not produce an undersirable change in the character of the neighborhood or create a detriment to nearby properties.

2. There is no other feasible method available to applicant which can produce the benefit sought other than the variance procedure.

3. The requested variances are not substantial in relation to the bulk regulations for rear yard and side yard. The requested variance for excess developmental coverage is substantial in relation to the bulk regulations for developmental coverage. However, it is the conclusion of this Board that the granting of the requested substantial variance is warranted here because of the unusually small size lot, which was created before the adoption of a zoning local law by the Town of New Windsor, and the fact that the violative improvements all constitute a reasonable residential use of the property which is in keeping with the character of the neighborhood.

4. The requested variances will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.

5. The difficulty the applicant faces in conforming to the bulk regulations is not self-created one since the violative conditions were created by a predecessor in title and, although this failure to comply with the applicable bulk regulations normally would be attributable to a successor in title and thus constitute self-created hardship, it is the conclusion of this Board that this applicant at least made an attempt to investigate the municipal status of the property. This Board specifically makes no finding on whether the applicant's attempt to

investigate municipal records in 1982 was sufficiently specific to require disclosure of the conditions which a more specific request in 1992 revealed.

6. It is the finding of this Board that the benefit to the applicant, if the requested area variances are granted, outweigh the detriment to the health, safety and welfare of the neighborhood or community by such grant.

7. It is the further finding of this Board that the requested area variances are the minimum variances necessary and adequate to allow the applicant relief from the requirements of the bulk regulations and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

8. The interests of justice will be served by allowing the granting of the requested area variances.

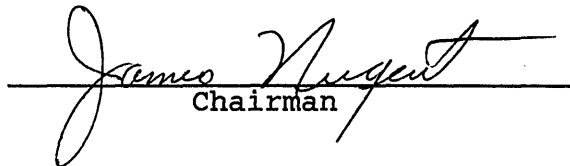
NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a 6 in. rear yard variance for the existing pool, a 6 ft. side yard variance for the existing shed, also variance from the contrary provisions of Sections 48-14(A)(1)(b), 48-14(c)(1) and 48-21(G)(1), and a 20% developmental coverage in order for applicant to obtain a certificate of compliance for the residential dwelling at the above location in an R-4 zone as sought by applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: January 25, 1993.


Chairman

(ZBA DISK#8-122292.GG)

GRACE JONES
DOUGLAS JONES
123 CEDAR AVE. PH. 914-565-6549
NEW WINDSOR, NY 12553

2647

Pay To
The Order Of

Loan of New Windsor
Fifty & 20/100

19 *Nov 5* 92 *50-235* 613

THE BANK OF NEW YORK
213 QUASSAICK AVENUE
NEW WINDSOR, NY 12553

For

Variance #92-41

Grace Jones

⑆02⑆902352⑆ ⑆0232⑆3⑆748⑆ 2647

CURRENT, INC., COLORADO SPRINGS, CO 80941

COUNTRYSIDES™

GRACE JONES
DOUGLAS JONES
123 CEDAR AVE. PH. 914-565-6549
NEW WINDSOR, NY 12553

2649

Pay To

The Order Of

Loan of New Windsor
Two Hundred Fifty & 20/100

19 *Nov 5* 92 *50-235* 613

THE BANK OF NEW YORK
213 QUASSAICK AVENUE
NEW WINDSOR, NY 12553

For

Variance #92-41

Grace Jones

⑆02⑆902352⑆ ⑆0232⑆3⑆748⑆ 2649

CURRENT, INC., COLORADO SPRINGS, CO 80941

COUNTRYSIDES™

19-4-90
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9. In addition, since it was a predecessor in title of this applicant who created the nonconformities, the entire financial burden of removing the violative portions of the pool, shed and improvements, or of reducing them in size so that they would

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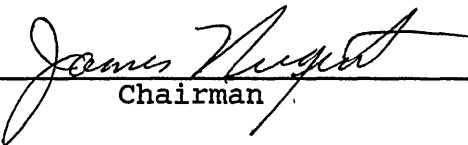
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BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: January 25, 1993.


Chairman

(ZBA DISK#8-122292.GG)

Date 12/11/92 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Frances Roth 389 Moores Hill Rd DR.
New Windsor, NY 12553

DATE			CLAIMED	ALLOWED
11/23/92	Zoning Board Meeting		15 00	
	Misc - 1			
	Quinn - 2 - \$9.00			
	Bonura - 3 \$13.50			
	Walsh - 7 \$40.50			
	Bernhard T - 12 - \$54.00			
	Marin - 5 - \$22.50			
	Rose - 5 \$22.50			
	Jones - 6 27.00		19 35	
	43		26 50	
	APPROVED:			
	Chairman			

JONES, GRACE

MR. FENWICK: Request for 6 in. rear yard variance for existing pool, 6 ft. side yard variance for existing shed and 20% developmental coverate at location: 123 Cedar Avenue in an R-4 zone.

Mrs. Grace Jones appeared before the board for this proposal.

MR. FENWICK: Just tell us the story.

MRS. JONES: It is an old story at this point.

MR. FENWICK: Anyone here in the audience in reference to this? You have to go all over again for the record.

MRS. JONES: I'm still outraged, I don't think I'll ever recover from this experience but I'll go on. We purchased a home in 1986. There was a municipal request done through the building department of the Town of New Windsor, the Town records at the time said that there were no violations on the property. When my husband and I decided to refinance in September of 1992, and an additional municipal request was done to the building department that turned up several violations on the property. One being 16 by 32 foot inground pool that was installed in August of 1982 and a 12 by 18 foot deck that was installed shortly thereafter and a metal shed that sits on concrete slab which was installed around the time that the pool was put in. These violations were existing at the time of our purchase.

MR. LUCIA: There are a number of, did you have more history on that?

MRS. JONES: I think you have it all.

MR. LUCIA: In addition to the rear yard and side yard variances that Mrs. Jones is applying for, a number of sections of the ordinance apply, 48-21 (g) (1) providing pool shall be no closer than ten feet to the property line, 48-14 (a) (1) (b), providing that the accessory building in this case that would be both the

pool and metal shed shall be set back ten feet from any lot line and 48-14 (c) (1), providing paved terrace steps and walks other than those that are needed for access to buildings and the lot shall not project to within 4 feet of the property line. And I think at the preliminary, we raised a question of developmental coverage. There's a letter from Mr. and Mrs. Jones. I have a question on that if I can just take a look at that letter, please. It is from Grace and Doug Jones, dated November 3, 1992 addressed to Mr. Michael Babcock. Dear Mr. Babcock, We have been advised by the Zoning Board of Appeals that it's necessary that we apply for a developmental coverage variance to cover existing structures on the above property. Please be advised that the total square footage of the above property is 11,250 of which 4,113 are presently developed. This figure includes all existing structures. The existing structures cover 37 percent of the property therefore we request a variance of 40 percent. I just want to determine what went into that 4,113.

MRS. JONES: Everything, everything, the pool, the patios, the driveway, the walkways, the garage, the house, there's not one thing that is on that property that is not included.

MR. LUCIA: That is what I wanted to hear. It says structures included are drives and walks and pool, sounds good.

MRS. JONES: Everything.

MR. LUCIA: The requirement you're in R-4 zone, do you have both water and sewer?

MRS. JONES: Yes.

MR. LUCIA: Usually Mike is here, he has those numbers memorized.

MR. LUCIA: It's 30 percent coverage one family detached dwelling not to exceed one dwelling with both central water and sewer so 30 percent is the maximum and you compute it as 37 percent so we have 7 percent

variance on developmental coverage.

MR. FENWICK: She says she's going to go for ten.

MRS. JONES: You said to be safe, I know that the figures are accurate but I'd rather be safe because we're transferring the property.

MR. LUCIA: Similar to the last application, County referral was made November 5th but it's no longer required so we don't need to worry about the 30 days. Thank you for providing copy of your deed and title policy. Do you have any knowledge of any covenants, restrictions, reservations, grants, easements, agreements of record which would prevent you from maintaining the structures about which you're now seeking variances?

MRS. JONES: No.

MR. LUCIA: Thank you.

MR. FENWICK: At this time, anymore comments from members of the board? I'll open it up to the public and if there are no comments, we'll close it. Open it back up to the members of the board. Can I have a motion to grant the variance?

MR. LUCIA: Before that, if I can ask just a couple specifics on the board's requirements. If these variances are granted, do you feel that an undesirable change would be produced in the character of the neighborhood or detriment to adjoining properties?

MRS. JONES: After 20 years, nothing is going to change.

MR. LUCIA: Does the benefit sought by the applicant, can that be achieveable by some other method feasible for you other than an area variance?

MRS. JONES: No likely.

MR. LUCIA: Is the requested variance substantial in relation to the area requirements?

MRS. JONES: No.

MR. LUCIA: The proposed variance have an adverse effect or impact on physical or environmental conditions in the neighborhood or detriment to adjoining properties?

MRS. JONES: No.

MR. LUCIA: Did you create this difficulty yourself?

MRS. JONES: No, the Town of New Windsor did, excuse me.

MR. KONKOL: I make a motion we grant the variance.

MR. NUGENT: I'll second it.

ROLL CALL

MR. TORLEY	AYE
MR. NUGENT	AYE
MR. TANNER	AYE
MR. KONKOL	AYE
MR. FENWICK	AYE

MRS. JONES: May I make a comment to the board? As representatives of the Town, I don't know if you people are in touch but this community is in a recession and middle class families are struggling for their very lives and what you're doing here is horrendous.

MR. FENWICK: Mrs. Jones, don't get excited. This board did not have anything to do with it.

MRS. JONES: But you are representatives of the community. If you are not part of the solution, you're part of the problem.

MR. FENWICK: We're part of the solution.

MRS. JONES: I don't see it from that way. I find in the recession the Town finds very imaginative ways to

waste my money and my time. At the last meeting, you stated that the Town's position is that they have the right to correct their errors and my question is I have been paying taxes to the Town for six years, I don't have any rights. I have none at all and that to me is a very scary situation.

MR. LUCIA: I think if you look back at the minutes what I told you was that because building codes and zoning codes are essentially to protect public health, safety and welfare, you cannot ever say because the Town once made a mistake and I'm not saying there was a mistake, if there was a mistake, they can't correct it. Because they need to obviously protect the public health, safety and welfare. I feel badly that you feel you were put in a situation by the Town that required you to spend a lot of time in an effort to solve it.

MRS. JONES: And money not to mention.

MR. LUCIA: I can see that. This board was the only way you can get out of that bind. These people don't get paid for doing this job. They are public citizens, they devote a lot of time to it and they certainly don't make any money on it so public spirit of people, we're helping you solve your problems so you may have a legitimate grip but this is not the board to point it to.

MRS. JONES: Something should be done in Town. You are representatives of the Town. I'm sure you speak among yourselves, you know, I just don't think this is right. People are really struggling. And the impression that I get from the Town Board is that they just don't care. That is the truth. I think it's unfortunate.

MR. LUCIA: That is the proper place to address your complaint.

MRS. JONES: I may show up there yet, I don't know.

MR. TORLEY: I make a motion to adjourn.

MR. KONKOL: I'll second that.

11/23/92 Public Hearing - Jones, Grace

Name:	Address:
Anthony Marshall	121 Cedar ave
Rosemary Ellengren	125 cedar ave

(No comments).

~~2097~~



MARY MCPHILLIPS
County Executive

Rec'd 11/30/92
ZBA - (PAB)

**Department of Planning
& Development**

124 Main Street
Goshen, New York 10924
(914) 294-5151

PETER GARRISON Commissioner
VINCENT HAMMOND Deputy Commissioner

**ORANGE COUNTY DEPARTMENT OF PLANNING & DEVELOPMENT
239 L, M or N Report**

This proposed action is being reviewed as an aid in coordinating such action between and among governmental agencies by bringing pertinent inter-community and Countywide considerations to the attention of the municipal agency having jurisdiction.

Referred by Town of New Windsor D P & D Reference No. NWT 36 92 M
County I.D. No. 19 / 4 / 90

Applicant Grace and Douglas Jones

Proposed Action: Area Variance - 6 ft. side yard and 6" rear yard

State, County, Inter-Municipal Basis for 239 Review Within 500' of Cty. Hwy. No. 69

Comments: There are no significant Inter-community or Countywide concerns to bring to your attention.

Related Reviews and Permits _____

County Action: Local Determination XX Disapproved _____ Approved _____

Approved subject to the following modifications and/or conditions: _____

11/16/92

Date

B. Vincent Hammond
D.P. Commissioner

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

9

TO Frances Roth 389 Moores Hill Rd DR.
New Windsor Ny 12553

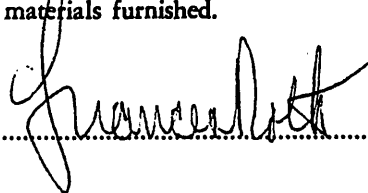
DATE			CLAIMED	ALLOWED
9/26/92		Zoning Board Meeting	75 00	
		Misc. - 4		
		Denhoff - 1		
		Carrels - 5		
		Windsor Enterprises - 2		
		De Palma - 5		
		WINDSOR		
		Bittles - 1		
		Freeman - 9		
		Rose - 5		
		Jones - 12	198 00	
			273 00	

STATE OF NEW YORK,
TOWN OF NEW WINDSOR

ss.

I hereby certify, that the items of this account are correct; that the disbursements and services charged therein have in fact been made and rendered, and that no part thereof has been paid or satisfied, that the amount herein mentioned is in full settlement for all services rendered and materials furnished.

Sign Here



No.

Town of New Windsor

Nature

Amount Claimed \$

Amount Allowed \$

Filed

I hereby certify that at a meeting of

said Town Board held at the office of the

Town Clerk on the day

of, 19.....

the within claim was audited and allowed

for the sum of

\$

Clerk

JONES, DOUGLAS AND GRACE

MR. FENWICK: Request for 5 in. rear yard variance for existing pool and 6 ft. side yard variance for existing shed located at 123 Cedar Avenue in an R-4 zone.

Mrs. Grace Jones appeared before the board representing this proposal.

MR. FENWICK: You're going to have to tell your story for the record, why you are here.

MRS. JONES: I wasn't cited but I'm applying for 6 inch variance on the rear portion of an inground pool, existing inground pool and 6 foot variance on existing pumphouse. I'd like the board to be aware of the fact that my husband and I purchased this property in 1986. At the time of purchase, according to the municipal reports there were no building violations at all. And if there were, the Town made no mention of them and now all of a sudden, I have all these problems.

MR. LUCIA: That 1986 report I presume was note based on physical inspection of the property?

MRS. JONES: It was based on the assessor's records. I have a copy of the assessor's card and I can show you everything that is there, was on the assessor's card as of the last assessment done by the Town in 1976.

MR. LUCIA: This won't show the dimensions and offsets from the property line.

MRS. JONES: No, no, no but there were no C.O.'s, that was the violation. Had there been a C.O. there would have been a variance done at the time, I'm sure. In other words, if the Town, if this had been done properly when it was installed prior to 1972 or August of 1972, I wouldn't have a problem getting a variance on it now. It would already have been taken care of. I can show you the letter.

MR. FENWICK: Just for the board's information, I have been to this piece of property.

MR. NUGENT: What's the date 1972 have to do with it?

MR. FENWICK: That is when all the stuff was put in.

MR. NUGENT: That is when the house was built?

MRS. JONES: No, it was built on, there's a 16 X 32 inground swimming pool, there's a metal shed, Sears shed, houses the pool chemicals, has a concrete pad. Those items were put in in '72.

MR. TANNER: So, it was never inspected at that time?

MR. FENWICK: Going back to then and like I said, you had a pool put in and you thought you got a building permit, that was as far as you went, I don't know whether there was or wasn't but they can't find a record where there was a building permit. That was either here nor there because a lot of things like that happened. The applicant is trying to get relief now she wants to refinance.

MRS. JONES: We're moving. We're listed our house and at the present time, we have an interest so I'm concerned about getting these worked out.

MR. LUCIA: You handed me a copy of the letter to the building inspector. Do you have the response to that?

MRS. JONES: Yes, sir.

MR. NUGENT: There's no C.O.'s on this house?

MR. FENWICK: On the house?

MRS. JONES: There's no C.O. because it was built in 1952. It's the improvements that are in question.

MR. LUCIA: The letter she's referring to it's from Mike Babcock dated July 21, 1986 refers to Section 19 block 4 Lot 90. Please be advised that the above referenced structure was built in 1952 which was prior to this Town adopting its building and zoning codes in 1966. Therefore, no certificate of occupancy nor is one required.

MR. LUCIA: What has happened we can't undo that obviously you're here seeking a variance on the rear yard and on side yard. It probably at this point is the only way it can be corrected. I can't say whether it's unfortunate.

MRS. JONES: Certainly an inconvenience.

MR. LUCIA: The letter refers to structure whether that inquired further, swimming pool, shed, whatever.

MRS. JONES: If there's a violation and--

MR. LUCIA: There wouldn't have been a violation that is why I asked if it was based on an inspection. Unless somebody goes out and inspects the property, the violation is only what they have on record.

MRS. JONES: Why is this all of a sudden a violation when there hasn't been a physical inspection? We applied for refinance but when this was returned, it's shown in violation and there was no physical inspection done at all.

MR. BABCOCK: Show the request for that letter.

MRS. JONES: I don't have it, I'm sorry, this is the latest one.

MR. LUCIA: Kar-Vin may have asked for something different.

MRS. JONES: I'll furnish.

MR. BABCOCK: Here's Kar-Vin's request.

MR. FENWICK: Is this the latest request or the original one?

MRS. JONES: I have the original one.

MR. FENWICK: You didn't bring it?

MR. LUCIA: She has the original request.

MR. FENWICK: When you bought the house--

MR. LUCIA: July 1st of '86, Kar-Vin asking for copy of C.O. pre-existing or any violations for the following described premises and lists Mrs. Jones' property. The more recent one dated September 2 of '92 a little more specific in that it asks for all that as well as any violations for the following described premises, Jones. It asked for violations in '86. Violations are violations and there's no way around that. Either it's in violation or it's not. That seems pretty clear. I honestly can't give you an answer, you're doing whatever you have to do to cure it.

MRS. JONES: I'm not happy about it because it's very costly.

MR. LUCIA: I understand that, I'm not sure there's any way around it at this point if you want to sell your house or you want to finance your house you need to make it legal so like it or not, I think you need to go through the steps. That is without commenting on whether this was a problem or could have been obviated by a different or more specific request or different more specific answer but I think you find yourself in the situation, you're doing what you can to extricate yourself from it. At this point all I can say is give it as part of your history as to why you are here. It goes to at least the issue of you asked and tried to find out what the story was and due to the circumstances didn't and go on from there. That is the best advice I can give you at this point. You may want to submit copies of these for your file. Number of sections of the zoning ordinance come into play on this application. It would be section 478-21 G1 because the pool is closer than ten feet to a property line, 48-14 A1 B governing accessory buildings that would include in this case both the pool and the metal shed since they are not set back ten feet from the property line and also I think 48-14 C1 comes into play on this in that that requires paved terrace steps and walks and I think you'll notice this is concrete surrounding this pool. Other than as are needed for access to buildings

and on the lot shall not project to more than 4 feet off the property line. This one goes to the property line requirement in the ordinance that paved terraces, steps and walks other than those needed for access to buildings on the lot shall not project to within 4 feet of the property line. Yours obviously goes up to the property line, I think at one point goes over.

MRS. JONES: No longer, it had an encroachment, my husband spent the whole weekend removing the encroachment which he's not happy but he did.

MR. LUCIA: We cannot vary you over the property line.

MR. NUGENT: Do you have pictures of this?

MR. TORLEY: One of the reasons the attorney is going through all this making sure you're going to ask for all the variances you're going to need. We don't want you to have to come back all over again.

MRS. JONES: I understand.

MR. TANNER: Which is the part that was over the property line?

MRS. JONES: The back end of the pool. There was a four inch, if you look at the survey and you do have a copy, there was an almost 4 1/2 inch encroachment on the back. You'll see it noted here that is the piece it actually was a piece that the prior owner added on and then he went to the stone wall, that piece has been taken out.

MR. LUCIA: Your records indicate the house was built when?

MRS. JONES: 1952.

MR. LUCIA: Do you know if the roof over the deck dates from that same era?

MRS. JONES: I spoke to the prior owner, I called him cause he's my only source of information, he told me that the patio there was put in the year after he moved

in which was 1954 and he told me there was a fireplace there also put in that same year and the following year the awning was put over the patio so it would be '55.

MR. LUCIA: All under that pre-exist zoning?

MRS. JONES: According to his information, yes.

MR. TANNER: What about developmental coverage?

MR. LUCIA: I guess that could be an issue.

MR. TANNER: I'd hate her to get to that point and find out that is a problem.

MRS. JONES: Explain that, please.

MR. TORLEY: You're not allowed to pave your entire lot.

MR. FENWICK: Remember I was telling you about this and I wasn't quite sure where it was going to be with your property.

MR. LUCIA: You have both water and sewer available?

MRS. JONES: Yes.

MR. LUCIA: Maximum developmental coverage would be 20 percent. What that means is that the area of your house, your garage, your deck, your pool, anything that is not dirt, open to the sky should not exceed 20 percent of the total lot area. Unless you're real good with geometry, that is a tough calculation for a layman to make because you get involved with strange shapes. If you think that might be in excess of 20 percent, it might be worthwhile for you to engage a surveyor. If you are more than 20 percent just add it as another line on your variance application. You're asking for rear yard and side yard at this point, just ask for X percent developmental coverage. If it exceeds 20 percent because the board members, if you look at it, it appears that a lot of this lot area is covered.

MR. TANNER: I'd just hate to have you come in and get

a variance for three items and when you go to closing they say--

MRS. JONES: You're telling me I have to have a surveyor come in?

MR. LUCIA: What I am saying unless you are good with geometry, it's tougher to calculate the area of your house, your pool, your shed, your walks, the porch over the patio, anything that isn't dirt or grass.

MRS. JONES: Even on things that are grandfathered?

MR. LUCIA: But the pool would be subsequent to zoning.

MRS. JONES: Is that the item that is subject to the 20 percent or everything?

MR. LUCIA: Everything when you come in and apply for the variance, let's say you have 30 percent developmental coverage. If 25 percent of that was taken up by the house and the drives and everything that was grandfathered then you're incremental variance for the pool is only 5 percent so it effects how you make your presentation. But the board has to go on what's there today as against the zoning standard today because some of what was put in is subsequent to the zoning. If it was all prior to zoning, you wouldn't have a problem, you wouldn't be here at all.

MRS. JONES: I wish.

MR. LUCIA: The problem comes up because there were additions that may effect it, maybe you don't have a problem, I don't know. But since you're going through the time and expense by all means dot all your i's and cross all your t's. If there's a developmental coverage, take care of it now.

MR. FENWICK: It's square enough, I don't have a scale but if you have a scale basically you're going to be looking at this whatever this here.

MRS. JONES: This is going down, it's just steps going down to the basement.

MR. TORLEY: Looks close to 40 percent.

MR. FENWICK: If it's in excess of 2,100 square feet then that would be your variance. So, let's say this what I pointed out to to you comes out to 47,000.

MRS. JONES: It's 600 square feet, the pool itself. The pool is inground vinyl liner so--

MR. FENWICK: You're going to be close because it has to include this part here, your driveway and this part here. It's not going to be much. If you're in for a dime, you're in for a dollar.

MRS. JONES: I've had it up to here with the Town of New Windsor.

MR. LUCIA: Again, as in everything else you do before this board, the board only reacts to the data you provide. If you are wrong and the purchaser comes in with a survey, that shows you need 4 percent developmental coverage and you need it and you haven't asked for it, we don't independently check them so subsequently, your purchaser or your purchaser's bank computes it differently and has a surveyor saying gee, you should have applied for 4 percent more in developmental coverage. You'd be back here. If you geometrically figure it out, do it but be confident of your numbers is what I am telling you.

MR. FENWICK: You're allowed 2,100 if you stand here and figure this thing out and it comes out to 2,300 which would be additional 200 feet, go for 25. Any questions from the members of the board? I think we have got it about covered.

MR. TANNER: I make a motion we set her up for a public hearing.

MR. NUGENT: Second it.

ROLL CALL

MR. TANNER	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE
MR. FENWICK	AYE

MRS. JONES: Can I just let the board know my husband and I are relocating out of the state. Our house is listed, we have an interested party. I don't know what will happen with that but I'd like to expedite this. I feel the Town has a hand in this problem. I feel that their omission has put me in a bad position. We're leaving here around the first of December so I'd like to see if we can work this through.

MR. LUCIA: Part of that is going to depend how quickly you can get your paperwork back. First thing do your developmental coverage computation and probably it's relatively easy for him to do. For a layman, unless you're real good at geometry, it's tougher to do. When you get that number, call Mike Babcock because he needs to put that on the notice of denial. It's an additional line. Pat will give you tonight your application form. There's an instruction sheet on that, fill it out get it back to her. When that comes back with the appropriate checks you then can be set up for public hearing so that really needs to be in more than ten days in advance of the public hearing date. This board normally meets on the second and fourth Mondays of the month so you're looking at two weeks until the next meeting so you need to have that back within two or three days.

MRS. JONES: If I am here for the public hearing do I have to be here after that?

MR. LUCIA: No, if there's a spot open on the next meeting's agenda and I don't need that, you'd need to have that back within two or three days so you can be set up for the hearing, if there's a spot. If there isn't next meeting, would be the fourth Monday of November so how quickly you get on is determined in part how quickly you can get the paperwork back. After that, the board typically we need a County referral because you're within 500 feet of Union Avenue. As you may have gathered from the first three hearings that

were held tonight those were all held over from previous meetings because the County had not responded by law, they have to have 30 days to respond. If they don't respond sooner than that, we can't vote on it so depending--

MRS. JONES: My lawyer has filed legal proceedings against the Town. I talked to people in the County Planning Board specifically about all the problems that I have had in the Town of New Windsor. He doesn't understand what's going on down here. That is what he told me, he didn't understand how I can be held responsible for a C.O. on a pool that is 20 years old.

MR. TANNER: You might call them and explain the problem again and ask them to expedite their response.

MRS. JONES: No response isn't taken as a--

MR. LUCIA: No response is only good after 30 days, if they can respond sooner than 30 is days, they can handle it.

MR. TANNER: They send us a letter saying they have no concerns. You have to have them get the letter to us quickly rather than in 30 days.

MR. FENWICK: They are faxing the letters over now. We usually give them 30 days. This is about the first time we've ever had three notifications in a row where they haven't responded so I have no idea what's going on.

MR. LUCIA: That is a potential delay that we have no control over. If you can get them to move it along, more power to you. Anyway, once they have responded or 30 days is elapsed, whichever happens first, this board has the power to vote on your application. Typically, they'll vote on the night of your public hearing, if there's not a problem with the County. If there's a problem, we have to let the 30 days expire. After that, there's a formal decision that cannot occur before the next meeting. In part, depends on how quickly we get the minutes.

MRS. JONES: I really have to be here? Is the public hearing after that just logistics?

MR. TORLEY: If we couldn't vote that night because the 30 days hadn't elapsed you don't have to be back the second time. We adjourn the public hearing waiting for the sticker, you don't have to come back.

MR. LUCIA: I hesitate to tell you not to come come back. If somebody shows up with an objection, you need to be here to respond.

MRS. JONES: The second time after?

MR. LUCIA: If somebody shows up, they may not know anything about it but they may not like what it is you're asking for.

MRS. JONES: I don't anticipate a problem. This thing has been there 20 years. It hasn't troubled anybody up to now.

MR. LUCIA: We can't advise you not to come.

MRS. JONES: I'm going to be in Lake Tahoe and I'm not coming back for this.

MR. LUCIA: Send a representative.

MRS. JONES: My realtor?

MR. TORLEY: As long as she has a letter authorizing her to do that.

MR. LUCIA: Everything you're applying for whether it's the rear yard variance, side yard variance or the developmental coverage or area variance, the standard the Zoning Board has in deciding on your area variance application is to weigh the benefit to you if the variance is granted against the detriment to the health, safety and welfare to the community by allowing you to have this variance to vary the Town Zoning requirement. There are five factors you need to speak to in addressing that issue. First, whether an undesirable change will be produced in the character

of the neighborhood or detriment to nearby property will be created by granting the area variance. Second, whether benefits sought by the applicant can be achieved by some other method feasible for you to pursue other than an area variance. Again, as I said, lay out what you did in good faith what happened and why it is you are here. That certainly will all go to the merits of your variance application. Third, whether the area variance is substantial. In some cases they are, again, we're dealing with things, lay out the fact that it is a small lot, there was obviously a lot on it from the standpoint it was there when you bought it.

MRS. JONES: We haven't put anything on there, all pre-existing.

MR. LUCIA: Whether proposed variance will have an adverse effect on physical or environmental effects on the neighborhood. If any of your neighbors have pools, decks, whatever. Fifth, whether an alleged difficulty was self-created.

MR. JONES: Which it was not.

MR. LUCIA: You can certainly speak to that issue. I would like to see copy of your deed, copy of your title policy and I think the board looked at the pictures of the property.

MRS. JONES: Thank you.

Rgt

November 3, 1992

Grace & Douglas Jones
123 Cedar Avenue
New Windsor, NY 12553

Mr. Michael Babcock
Building Inspector
Town of New Windsor
555 Union Avenue
New Windsor, New York 12553

Dear Mr. Babcock:

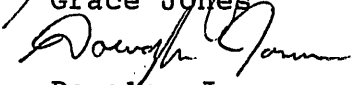
We have been advised by the Zoning Board of Appeals that it is necessary that we apply for a developmental coverage variance to cover the existing structures on the above property.

Please be advised that the total square footage of the above property is 11,250 of which 4113 is presently developed. This figure includes all existing structures. The existing structures cover 37% of the property.

Therefore, we are requesting a variance of 40%.

Very truly yours,


Grace Jones


Douglas Jones

/gj

(914)563-4630

Date: 2/5/93.
FAX: 914-563-4693

RE: ZONING BOARD OF APPEALS - APPLICATION # 92-41.

Dear ZBA Applicant:

After computation of the consulting fees that were posted with your application before the Zoning Board of Appeals, the Board found that there are additional fees due and owing in the amount of \$ 161.00. (A copy of the computation list is attached).

In order to obtain a copy of your formal decision, this amount will have to be paid immediately.

Please forward a check in the above amount and I will be happy to furnish an executed copy of the formal decision.

Paid

Very truly yours,

Patricia A. Barnhart

PATRICIA A. BARNHART, Secretary
Zoning Board of Appeals

/pab

Attachment

(ZBA DISK#7-031292.FEE)

*Prelim.
Oct. 26, 1992
Part 1 - of 2 Parts.*

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK

92-41

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: OCTOBER 20, 1992

APPLICANT: JONES, DOUGLAS & GRACE

56 5-6549

*OCPD. to be
notified*

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED: OCTOBER 20, 1992

FOR (BUILDING PERMIT): FOR EXISTING 16'X32' INGROUND POOL

LOCATED AT: 123 CEDAR AVENUE

ZONE: R-4

DESCRIPTION OF EXISTING SITE: SECTION 19 BLOCK 4 LOT 90

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. INSUFFICIENT REAR YARD SETBACKS


BUILDING INSPECTOR

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE: R-4	USE	<i>48-12 F&G.</i>
MIN. LOT AREA		
MIN. LOT WIDTH		
REQ'D FRONT YD		

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: OCTOBER 20, 1992

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1. INSUFFICIENT REAR YARD SETBACKS


BUILDING INSPECTOR

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE: R-4 USE		48-12 F&G.
MIN. LOT AREA		
MIN. LOT WIDTH		
REQ'D FRONT YD		
REQ'D SIDE YD		
REQ'D TOTAL SIDE YD		
REQ'D REAR YD.	10'	9'6" 6"
REQ'D FRONTAGE		
MAX. BLDG. HT.		
FLOOR AREA RATIO		
MIN. LIVABLE AREA		

? DEV. COVERAGE 20%
APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT
914-563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD

CC: Z.B.A., APPLICANT, B.P. FILES.

IMPORTANT
REQUIRED INSPECTIONS OF CONSTRUCTION YOU MUST CALL FOR THESE

OTHER INSPECTIONS WILL BE MADE IN MOST CASES, BUT THOSE LISTED BELOW MUST BE MADE OR CERTIFICATE OF OCCUPANCY MAY BE WITHHELD. DO NOT MISTAKE AN UNSCHEDULED INSPECTION FOR ONE OF THOSE LISTED BELOW. UNLESS AN INSPECTION REPORT IS FILED ON THE JOB INDICATING APPROVAL OF ONE OF THESE INSPECTIONS, IT HAS NOT BEEN APPROVED, AND IT IS IMPROPER TO CONTINUE BEYOND THAT POINT IN THE WORK. ANY DISAPPROVED WORK MUST BE REINSPECTED AFTER CORRECTION.

1. WHEN EXCAVATING IS COMPLETE, AND FOOTING FORMS ARE IN PLACE (BEFORE POURING), FOUNDATION INSPECTION. CHECK HERE FOR WATERPROOFING AND FOOTING DRAINS.
2. INSPECT GRAVEL BASE UNDER CONCRETE FLOORS, AND UNDERSLAB PLUMBING.
3. WHEN FRAMING IS COMPLETED, AND BEFORE IT IS COVERED FROM INSIDE, AND PLUMBING ROUGH IN.
4. INSULATION.
5. PLUMBING FINAL & FINAL HAVE ON HAND ELECTRICAL INSPECTION DATA AND FINAL CERTIFIED PLOT PLAN. BUILDING IS TO BE COMPLETED AT THIS TIME. WELL WATER TEST REQUIRED AND ENGINEER'S CERTIFICATION LETTER FOR SEPTIC SYSTEM REQUIRED.
6. DRIVEWAY INSPECTION MUST MEET APPROVAL OF TOWN HIGHWAY INSPECTOR. A DRIVEWAY BOND MAY BE REQUIRED.
7. \$200.00 CHARGE FOR ANY SITE THAT CALLS FOR THE INSPECTION TWICE.
8. PERMIT NUMBER MUST BE CALLED IN WITH EACH INSPECTION.
9. THERE WILL BE NO INSPECTIONS UNLESS YELLOW PERMIT CARD IS POSTED.
10. SEWER PERMITS MUST BE OBTAINED ALONG WITH BUILDING PERMITS FOR NEW HOUSES.
11. SEPTIC PERMIT MUST BE SUBMITTED WITH ENGINEER'S DRAWING & PERC TEST.
12. ROAD OPENING PERMITS MUST OBTAINED FROM TOWN CLERK'S OFFICE.
1. ALL BUILDING PERMITS WILL NEED A CERTIFICATION OF OCCUPANCY OR A CERTIFICATE OF COMPLIANCE AND THERE IS A FEE FOR THIS.

Name of Owner of Premises Douglas & Grace Jones
Address 123 Cedar Ave Phone 565-6949
Name of Architect unknown
Address _____ Phone _____
Name of Contractor unknown
Address _____ Phone _____
State whether applicant is owner, lessee, agent, architect, engineer or builder _____
If applicant is a corporation, signature of duly authorized officer _____

(Name and title of corporate officer)

1. On what street is property located? On the EAST side of CEDAR AVENUE
and 50 feet from the intersection of HICKORY AND STREET
Zone or use district in which premises are situated _____

APPROVAL OF ONE OF THE SE INSPECTIONS IT HAS NOT BEEN APPROVED AND IT IS IMPROPER TO CONTINUE BEYOND THAT POINT IN THE WORK. ANY DISAPPROVED WORK MUST BE REINSPECTED AFTER CORRECTION.

- WHEN EXCAVATING IS COMPLETE AND FOOTING FORMS ARE IN PLACE BEFORE POURING.
- FOUNDATION INSPECTION CHECK HERE FOR WATERPROOFING AND FOOTING DRAINS.
- INSPECT GRAVEL BASE UNDER CONCRETE FLOORS, AND UNDERSLAB PLUMBING.
- WHEN FRAMING IS COMPLETED, AND BEFORE IT IS COVERED FROM INSIDE, AND PLUMBING ROUGH IN.
- INSULATION.
- PLUMBING FINAL & FINAL HAVE ON HAND ELECTRICAL INSPECTION DATA AND FINAL CERTIFIED LOT PLAN. BUILDING IS TO BE COMPLETED AT THIS TIME. WELL WATER TEST REQUIRED AND ENGINEERS CERTIFICATION LETTER FOR SEPTIC SYSTEM REQUIRED.
- DRIVEWAY INSPECTION MUST MEET APPROVAL OF TOWN HIGHWAY INSPECTOR. A DRIVEWAY BOND MAY BE REQUIRED.
- \$20.00 CHARGE FOR ANY SITE THAT CALLS FOR THE INSPECTION TWICE.
- PERMIT NUMBER MUST BE CALLED IN WITH EACH INSPECTION.
- THERE WILL BE NO INSPECTIONS UNLESS YELLOW PERMIT CARD IS POSTED.
- SEWER PERMITS MUST BE OBTAINED ALONG WITH BUILDING PERMITS FOR NEW HOUSES.
- SEPTIC PERMIT MUST BE SUBMITTED WITH ENGINEER'S DRAWING & PERC TEST.
- ROAD OPENING PERMITS MUST OBTAINED FROM TOWN CLERK'S OFFICE.
- ALL BUILDING PERMITS WILL NEED A CERTIFICATION OF OCCUPANCY OR A CERTIFICATE OF COMPLIANCE AND THERE IS A FEE FOR THIS.

Name of Owner of Premises Douglas & Grace Jones
Address 123 Cedar Ave Phone 565-6849
Name of Architect unknown
Address _____ Phone _____
Name of Contractor unknown
Address _____ Phone _____
State whether applicant is owner, lessee, agent, architect, engineer or builder _____
If applicant is a corporation, signature of duly authorized officer _____

(Name and title of corporate officer)

1. On what street is property located? On the EAST side of CEDAR AVENUE
(N.S.E. or W.)
and 50 feet from the intersection of HICKORY AVE STREET
2. Zone or use district in which premises are situated _____ Is property a flood zone? Yes _____ No _____
3. Tax Map description of property: Section 19 Block 4 Lot 90
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.
a. Existing use and occupancy INGROUND POOL b. Intended use and occupancy _____
5. Nature of work (check which applicable): New Building _____ Addition _____ Alteration _____ Repair _____
Removal _____ Demolition _____ Other EXISTING 16' X 32' INGROUND POOL
6. Size of lot: Front Rear _____ Depth 150' Front Yard 28.6 Rear Yard _____ Side Yard 12.5
Is this a corner lot? NO
7. Dimensions of entire new construction: Front _____ Rear _____ Depth _____ Height _____ Number of stories _____
8. If dwelling, number of dwelling units _____ Number of dwelling units on each floor _____
Number of bedrooms _____ Baths _____ Toilets _____
Heating Plant: Gas _____ Oil _____ Electric/Hot Air _____ Hot Water _____
If Garage, number of cars _____
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use _____
Existing Ingr. Pool with 4' glass Link fence
10. Estimated cost _____ Fee _____
(to be paid on this application)
11. School District Newburgh

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

ST. FRANCIS CHURCH CEMETERY

S35°12'W

70.0'

IRON PIPE FOUND

FILED MAP NORTH

NOTES:

- 1) Unauthorized alteration is a violation of N.Y.S. Education Law. Copies of this, ink or embossed, shall not be valid.
- 2) Being Lot 20, Lot 21 from the Lands of New Windsor, revised to Nov. 1.
- 3) Tax Map Design Section 13
- 4 Subject to any and right of...

150.0'

CONC. 0.1' OVER LINE

CONC. 0.3' OFF LINE

CLUT LINE

IN GROUND POOL

IRON PIPE

WALL 0.3' NORTH OF LINE WALL WITH WOOD FENCE 75.0'

150.0'

69.98'

20'

LOT 21

LOT 20

LOT 19

PIPE IN CONC. FND.

IRON PIPE FND.

EDGE PAV'T

TOWN OF NEW WINDSOR - ORAN

SCALE: 1"=20'

JOB No.: 86-48

S54°48'E

80.02'

BRICK DWELLING

ROOF OVER DECK

ROOF OVER PATIO

PAVED DRIVE WITH CURBS

WALL WITH WOOD FENCE 75.0'

N54°48'W

PAVEMENT

(Dead) 367.75'

CHANCE NOT FOUND

NORTHERLY LINE UNION AV.

N35°12'E

70.0'

IRON ROD FOUND 0.9' SOUTH OF WALL

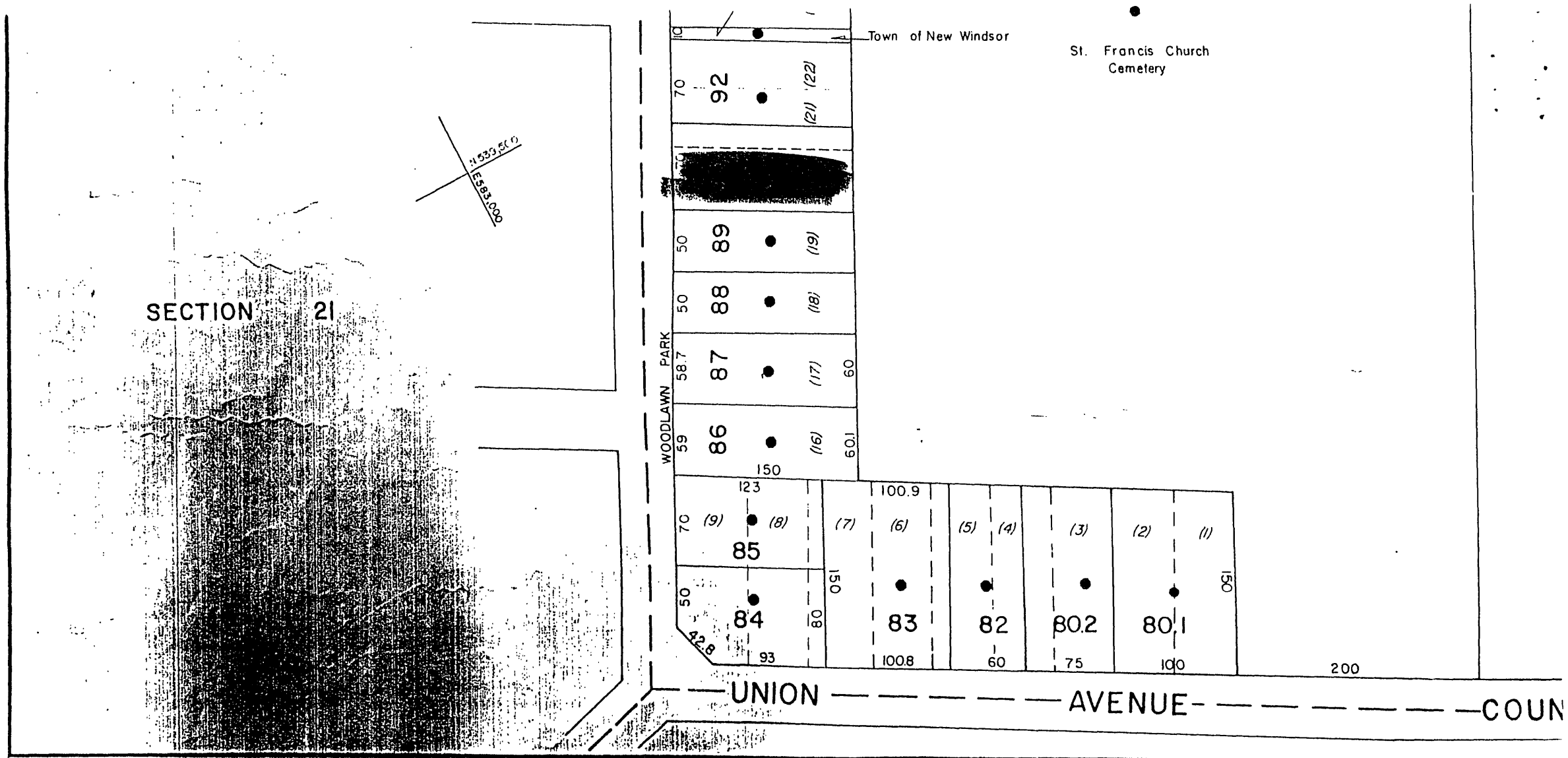
CONC. MON. FND.

ED. PAV'T

CEDAR AVENUE

CERTIFIED TO, DOUGLAS JONES; GRACE JONES; CITIBANK, N.A. ITS SUCCESSORS AND/OR ASSIGNS; AND, COMMONWEALTH LAND TITLE INSURANCE COMPANY, FROM A SURVEY OF 23 JULY 1966.





Prepared by

AERO SERVICE
CORPORATION
A DIVISION OF LITTON INDUSTRIES
4219 VAN KIRK ST. PHILADELPHIA, PA. 19131



FOR TAX PURPOSES

NOT TO BE USED FOR

LEGEND

STATE OR COUNTY LINE	FILED PLAN LOT LINE	TAX MAP BLK
CITY, TOWN OR VILLAGE	EASEMENT LINE	TAX MAP PAR
BLOCK & SECTION LIMIT	MATCH LINE	AREAS
SPECIAL DISTRICT LINE	STREAMS	DIMENSIONS
PROPERTY LINE		

2 Parts - Part 2

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: OCTOBER 20, 1992

APPLICANT: JONES, DOUGLAS & GRACE

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED: OCTOBER 20, 1992
FOR (BUILDING PERMIT): FOR AN "EXISTING" SHED
LOCATED AT: 123 CEDAR AVENUE

ZONE: R-4

DESCRIPTION OF EXISTING SITE: SECTION 19 BLOCK 4 LOT 90
IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. INSUFFICIENT SIDE YARD SETBACKS


BUILDING INSPECTOR

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE: USE		
MIN. LOT AREA		
MIN. LOT WIDTH		
REQ'D FRONT YD		
REQ'D SIDE YD 10'	4'	6'
REQ'D TOTAL SIDE YD		
REQ'D REAR YD.		

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

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PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED: OCTOBER 20, 1992
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BUILDING INSPECTOR

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE:	USE	
MIN. LOT AREA		
MIN. LOT WIDTH		
REQ'D FRONT YD		
REQ'D SIDE YD	10'	4' 6'
REQ'D TOTAL SIDE YD		
REQ'D REAR YD.		
REQ'D FRONTAGE		
MAX. BLDG. HT.		
FLOOR AREA RATIO		
MIN. LIVABLE AREA		
DEV. COVERAGE		

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT
914-563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD

CC: Z.B.A., APPLICANT, B.P. FILES.

IMPORTANT
REQUIRED INSPECTIONS OF CONSTRUCTION - YOU MUST CALL FOR THESE

OTHER INSPECTIONS WILL BE MADE IN MOST CASES, BUT THOSE LISTED BELOW MUST BE MADE OR CERTIFICATE OF OCCUPANCY MAY BE WITHHELD. DO NOT MISTAKE AN UNSCHEDULED INSPECTION FOR ONE OF THOSE LISTED BELOW UNLESS AN INSPECTION REPORT IS LEFT ON THE JOB INDICATING APPROVAL OF ONE OF THESE INSPECTIONS. IT HAS NOT BEEN APPROVED, AND IT IS IMPROPER TO CONTINUE BEYOND THAT POINT IN THE WORK. ANY DISAPPROVED WORK MUST BE REINSPECTED AFTER CORRECTION.

- 1 WHEN EXCAVATING IS COMPLETE AND FOOTING FORMS ARE IN PLACE (BEFORE POURING).
- 2 FOUNDATION INSPECTION. CHECK HERE FOR WATERPROOFING AND FOOTINGS DRAINS.
- 3 INSPECT GRAVEL BASE UNDER CONCRETE FLOORS, AND UNDERSLAB PLUMBING.
- 4 WHEN FRAMING IS COMPLETED, AND BEFORE IT IS COVERED FROM INSIDE, AND PLUMBING ROUGH-IN.
- 5 INSULATION
- 6 PLUMBING FINAL & FINAL HAVE ON HAND ELECTRICAL INSPECTION DATA AND FINAL CERTIFIED PLOT PLAN. BUILDING IS TO BE COMPLETED AT THIS TIME. WELL WATER TEST REQUIRED AND ENGINEERS CERTIFICATION LETTER FOR SEPTIC SYSTEM REQUIRED.
- 7 DRIVEWAY INSPECTION MUST MEET APPROVAL OF TOWN HIGHWAY INSPECTOR. A DRIVEWAY BOND MAY BE REQUIRED.
- 8 \$20.00 CHARGE FOR ANY SITE THAT CALLS FOR THE INSPECTION TWICE.
- 9 PERMIT NUMBER MUST BE CALLED IN WITH EACH INSPECTION.
- 10 THERE WILL BE NO INSPECTIONS UNLESS YELLOW PERMIT CARD IS POSTED.
- 11 SEWER PERMITS MUST BE OBTAINED ALONG WITH BUILDING PERMITS FOR NEW HOUSES.
- 12 SEPTIC PERMIT MUST BE SUBMITTED WITH ENGINEER'S DRAWING & PERC TEST.
- 13 ROAD OPENING PERMITS MUST OBTAINED FROM TOWN CLERKS OFFICE.
- 14 ALL BUILDING PERMITS WILL NEED A CERTIFICATION OF OCCUPANCY OR A CERTIFICATE OF COMPLIANCE AND THERE IS A FEE FOR THIS

Name of Owner of Premises Douglas + Grace Jones
Address 123 Cedar Ave New Windsor Phone 565-6549
Name of Architect unknown
Address _____ Phone _____
Name of Contractor unknown
Address _____ Phone _____
State whether applicant is owner, lessee, agent, architect, engineer or builder _____
If applicant is a corporation, signature of duly authorized officer _____

(Name and title of corporate officer)

1. On what street is property located? On the EAST side of Cedar Avenue
(N, S, E, or W.)
and 50 feet from the intersection of Hickory ST
2. Zone or use district in which premises are situated _____ Is property a flood zone? Yes _____ No _____
3. Tax Map description of property: Section 19 Block 4 Lot 90
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.
a. Existing use and occupancy Pump House b. Intended use and occupancy Same
5. Nature of work (check which applicable): New Building _____ Addition _____ Alteration _____ Repair _____
Removal _____ Demolition _____ Other EXISTING SHED
6. Size of lot: Front Rear _____ Depth 150' Front Yard _____ Rear Yard _____ Side Yard _____
Is this a corner lot? NO
7. Dimensions of entire new construction: Front _____ Rear _____ Depth _____ Height _____ Number of stories _____
8. If dwelling, number of dwelling units _____ Number of dwelling units on each floor _____
Number of bedrooms _____ Baths _____ Toilets _____
Heating Plant: Gas _____ Oil _____ Floor _____

... MUST BE APPROVED, AND IT IS IMPROPER TO
... BEYOND THAT POINT IN THE WORK. ANY DISAPPROVED WORK MUST BE REINSPECTED
AFTER CORRECTION.

1. WHEN EXCAVATING IS COMPLETE AND FOOTING FORMS ARE IN PLACE (BEFORE POURING).
2. FOUNDATION INSPECTION. CHECK HERE FOR WATERPROOFING AND FOOTINGS DRAINS.
3. INSPECT GRAVEL BASE UNDER CONCRETE FLOORS, AND UNDERSLAB PLUMBING.
4. WHEN FRAMING IS COMPLETED, AND BEFORE IT IS COVERED FROM INSIDE, AND PLUMBING ROUGH-IN.
5. INSULATION.
6. PLUMBING FINAL & FINAL HAVE ON HAND ELECTRICAL INSPECTION DATA AND FINAL CERTIFIED PLOT PLAN. BUILDING IS TO BE COMPLETED AT THIS TIME. WELL WATER TEST REQUIRED AND ENGINEERS CERTIFICATION LETTER FOR SEPTIC SYSTEM REQUIRED.
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14. ALL BUILDING PERMITS WILL NEED A CERTIFICATION OF OCCUPANCY OR A CERTIFICATE OF COMPLIANCE AND THERE IS A FEE FOR THIS.

Name of Owner of Premises Douglas + Grace Jones
Address 123 Cedar Ave, New Windsor Phone 565-6549
Name of Architect unknown
Address _____ Phone _____
Name of Contractor unknown
Address _____ Phone _____
State whether applicant is owner, lessee, agent, architect, engineer or builder _____
If applicant is a corporation, signature of duly authorized officer _____

(Name and title of corporate officer)

1. On what street is property located? On the EAST side of Cedar Avenue
(N, S, E, or W.)
and 50 feet from the intersection of Hickory ST
2. Zone or use district in which premises are situated _____ Is property a flood zone? Yes _____ No _____
3. Tax Map description of property: Section 19 Block 4 Lot 90
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.
a. Existing use and occupancy pump house b. Intended use and occupancy same
5. Nature of work (check which applicable): New Building _____ Addition _____ Alteration _____ Repair _____
Removal _____ Demolition _____ Other EXISTING SHED
6. Size of lot: Front Rear _____ Depth 150' Front Yard _____ Rear Yard _____ Side Yard _____
Is this a corner lot? NO
7. Dimensions of entire new construction: Front _____ Rear _____ Depth _____ Height _____ Number of stories _____
8. If dwelling, number of dwelling units _____ Number of dwelling units on each floor _____
Number of bedrooms _____ Baths _____ Toilets _____
Heating Plant: Gas _____ Oil _____ Electric/Hot Air _____ Hot Water _____
If Garage, number of cars _____
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use _____
10. Estimated cost _____ Fee _____
(to be paid on this application)
11. School District Newburgh

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

Pls. publish immediately - Send bill to: Applicant at below address.

PUBLIC NOTICE OF HEARING BEFORE
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals
of the TOWN OF NEW WINDSOR, New York will hold a
Public Hearing pursuant to Section 48-34A of the
Zoning Local Law on the following proposition:

Appeal No. 41.

Request of Grace & Douglas Jones,

for a VARIANCE of

the regulations of the Zoning Local Law to
permit 20% VARIANCE on Developmental Coverage existing
6" variance on existing inground pool structures

6' variance on existing pump house.

being a VARIANCE of

Section 48-12 TABLE of use / Bulk Reg Col F-6*
for property situated as follows: L.

123 Cedar Avenue, New Windsor, New York 12553

Known & designated as tax map

Section 19 - Blk. - 4 - Lot 90.

SAID HEARING will take place on the 23rd day of
November, 1992, at the New Windsor Town Hall,
555 Union Avenue, New Windsor, N. Y. beginning at
7:30 o'clock P. M.

Richard Fenwick
Chairman

By: Patricia A. Barnhart, Secy.

7 TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

92-41

Date: 11/5/92

I. Applicant Information:

- (a) Grace & Douglas Jones, 123 Cedar Avenue, New Windsor 565-6549
(Name, address and phone of Applicant) (Owner)
- (b) _____
(Name, address and phone of purchaser or lessee)
- (c) William Stein, Esq., 1 Railroad Square, Haverstraw, NY 10927
(Name, address and phone of attorney)
- (d) Unknown
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- () Use Variance () Sign Variance
- (x) Area Variance () Interpretation

III. Property Information:

- (a) 12-4 123 Cedar Avenue, New Windsor 19-4-90 70 x 150
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? _____
- (c) Is a pending sale or lease subject to ZBA approval of this application? yes.
- (d) When was property purchased by present owner? 1986.
- (e) Has property been subdivided previously? no.
- (f) Has property been subject of variance previously? no.
If so, when? _____.
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? no.
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: yes. Enclosed area under deck is used for storage of lawn maintenance equipment.
Existing pump house stores pool equipment.

IV. Use Variance.

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow:
(Describe proposal) _____
- _____
- _____
- _____
- _____

(b) The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 48-12 Table of use/huek Regs., Col. F & G & L

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area		
Min. Lot Width		
Reqd. Front Yd.		
Reqd. Side Yd. <u>10'</u>	<u>4'</u>	<u>6'</u>
Reqd. Rear Yd. <u>10'</u>	<u>9' 6"</u>	<u>6'</u>
Reqd. Street Frontage*		
Max. Bldg. Hgt.		
Min. Floor Area*		
Dev. Coverage* <u>20</u> %	<u>40</u> %	<u>20</u> %
Floor Area Ratio**		
Parking Area		

* Residential Districts only

** No-residential districts only

(b) The legal standard for an "area" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also set forth any efforts you may have made to alleviate the difficulty other than this application.

This pool has been on the premises for twenty years (8/72) and the pump house (metal storage shed) for the same amount of time. It would be costly to remove an existing inground pool and would devalue our property. The pump house houses the pool filter and equipment and sits on an existing cement slab.

VI. Sign Variance:

(a) Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1			
Sign 2			
Sign 3			
Sign 4			
Sign 5			

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size

signs.

(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Interpretation.

- (a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.
- (b) Describe in detail the proposal before the Board:

VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

Since this inground pool and pump house have been on the property for twenty years. Utilities associated with pool have been updated to current safety standards.

IX. Attachments required:

- ☒ Copy of referral from Bldg./Zoning Insp. or Planning Bd.
- ☒ Copy of tax map showing adjacent properties.
- N/A ☐ Copy of contract of sale, lease or franchise agreement.
- ☒ Copy of deed and title policy.
- ☒ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.
- N/A ☐ Copy(ies) of sign(s) with dimensions and location.
- ☐ Check in the amount of \$_____ payable to TOWN OF NEW WINDSOR.
- ☒ Photographs of existing premises which show all present

X. Affidavit.

Date: 11/5/92

STATE OF NEW YORK)

) SS.:

COUNTY OF ORANGE)

x Grace Jones
(Applicant)

5th day of November, 1932
Patricia C. Baunhart.

PATRICIA A. BARNHART
Notary Public, State of New York
No. 01BA4904434
Qualified in Orange County
Commission Expires August 31, 1993.

(b) Variance: Granted () Denied ()

(c) Restrictions or conditions: _____

(ZBA DISK#7-080991.AP)

NW 553

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 2nd day of September, nineteen hundred and eighty-six
 BETWEEN HOWARD ROGERS, JR., residing at 123 Cedar Avenue,
 New Windsor, New York

party of the first part, and

DOUGLAS JONES and GRACE JONES, husband and wife,
 residing at 301 North Highland Avenue, Upper Nyack, N.Y.

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, known and designated as Lot No. 20 and the southerly 20 feet of Lot No. 21 on Map "Woodlawn Park located in the Town of New Windsor Land Company, Inc.) revised November 19, 1942, and filed in the office of the Clerk of the County of Orange on October 28, 1941", and more particularly bounded and described as follows:

BEGINNING at a point in the easterly line of Cedar Avenue distant 367.75 feet measured along said easterly line of Cedar Avenue from the northerly line of Union Avenue on a course of North 35° 12' East and running thence along the easterly line of Cedar Avenue North 35° 12' East for 70 feet; thence through Lot No. 21 on said map South 54° 48' East for 150 feet to a point; thence South 35° 12' West for 70 feet to the southeasterly corner of Lot No. 20 on said map and thence North 54° 48' West to the point or place of beginning.

SUBJECT to the covenants, restrictions and reservations contained in a deed dated July 5, 1944 made by New Windsor Land Company, Inc. to Walter Carlyle Brown and recorded in Orange County Clerk's Office July 11, 1944, in Liber 935 of Deeds at Page 450.

BEING the same premises conveyed by Nicola Certo to Howard P. Rogers, Jr. and Doris M. Rogers by deed dated December 16, 1954, recorded in the Orange County Clerk's Office on December 18, 1954 in Liber 1331 of Deeds at Page 283.

The said Doris M. Rogers having died a resident of Orange County on February 9, 1985.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to

SECT 19

BLK 4

LOT 90

03
party of the first part, and

DOUGLAS JONES and GRACE JONES, husband and wife,
residing at 301 North Highland Avenue, Upper Nyack, N.Y.

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, known and designated as Lot No. 20 and the southerly 20 feet of Lot No. 21 on Map "Woodlawn Park located in the Town of New Windsor Land Company, Inc.) revised November 19, 1942, and filed in the office of the Clerk of the County of Orange on October 28, 1941", and more particularly bounded and described as follows:

SECT 19

BLK 4

LOT 90

BEGINNING at a point in the easterly line of Cedar Avenue distant 367.75 feet measured along said easterly line of Cedar Avenue from the northerly line of Union Avenue on a course of North 35° 12' East and running thence along the easterly line of Cedar Avenue North 35° 12' East for 70 feet; thence through Lot No. 21 on said map South 54° 48' East for 150 feet to a point; thence South 35° 12' West for 70 feet to the southeasterly corner of Lot No. 20 on said map and thence North 54° 48' West to the point or place of beginning.

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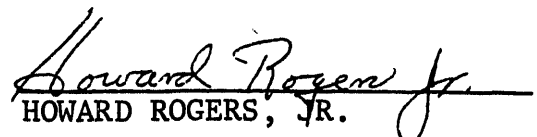
TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:


HOWARD ROGERS, JR.

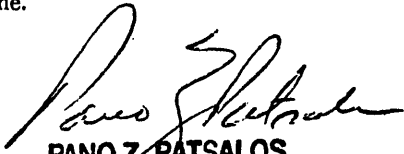
STATE OF NEW YORK, COUNTY OF ORANGE

SS:

On the 2nd day of September 1986, before me personally came

HOWARD ROGERS, JR.

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.


PANO Z. PATSALOS
Notary Public, State of New York
Residing in Orange County
My Commission Expires 1-24-1988

STATE OF NEW YORK, COUNTY OF

SS:

On the day of 19, before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF

SS:

On the day of 19, before me personally came

to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF

SS:

On the day of 19, before me personally came

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

KAR-VIN ABSTRACT CORP.
219 Blooming Grove Tpk.
New Windsor, N.Y. 12550
(914) 562-2622

Bargain and Sale Deed
WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No. _____

SECTION

BLOCK

LOT

COUNTY OR TOWN

500-141-01

TO

RETURN BY MAIL TO:

Hood & Stein
One Railroad Square
Haverstraw, NY
Zip No. 10927

Kar-Vin

Recording Office.

SEP 24 1986
1:30 PM
CLERK

Pano Z. Patsalos
PANO Z. PATSALOS
Notary Public, State of New York
Residing in Orange County
My Commission Expires *24, 1986*

STATE OF NEW YORK, COUNTY OF

ss:

On the day of 19 , before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No. ;

that he is the of , the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed h name thereto by like order.

STATE OF NEW YORK, COUNTY OF

ss:

On the day of 19 , before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No. ;

that he knows to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed h name as witness thereto.

KAR-VIN ABSTRACT CORP.
219 Blooming Grove Tpk.
New Windsor, N.Y. 12550
(914) 562-2622

Bargain and Sale Deed
WITH COVENANT AGAINST GRANTOR'S ACTS
TITLE No. _____

SECTION
BLOCK
LOT
COUNTY OR TOWN

500-141-201

TO

RETURN BY MAIL TO:

Hood & Stein
One Railroad Square
Haverstraw, NY
Zip No. 10927

Kar-Vin

Reserve this space for use of Recording Office.

RECEIVED
\$ *5.00* A.D.
REAL ESTATE
SEP 4 1986
TRANSFER TAX
ORANGE
COUNTY

LIBER 2568 PG 10

... day
... at 11:30
... clock
... at page 2...
... and Examined.

M. J. Murphy

Title Insurance Policy

POLICY NUMBER
606-197124



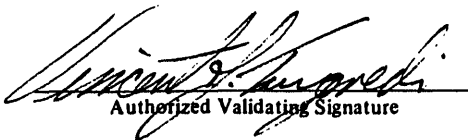
COMMONWEALTH LAND
TITLE INSURANCE COMPANY
A Reliance Group Holdings Company

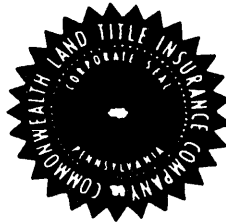
In Consideration of the payment of its charges for the examination of title and its premium for insurance, insures the within named insured against all loss or damage not exceeding the amount of insurance stated herein and in addition the costs and expenses of defending the title, estate or interest insured, which the insured shall sustain by reason of any defect or defects of title affecting the premises described in Schedule A or affecting the interest of the insured therein as herein set forth, or by reason of unmarketability of the title of the insured to or in the premises, or by reason of liens or encumbrances affecting title at the date hereof, or by reason of any statutory lien for labor or material furnished prior to the date hereof which has now gained or which may hereafter gain priority over the interest insured hereby, or by reason of a lack of access to and from the premises, excepting all loss and damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth in Schedule B, or by the conditions of this policy hereby incorporated into this contract, the loss and the amount to be ascertained in the manner provided in said conditions and to be payable upon compliance by the insured with the stipulations of said conditions, and not otherwise.


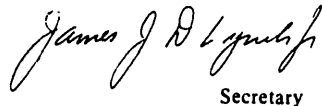
In Witness Whereof, Commonwealth Land Title Insurance Company has caused this policy to be signed and sealed on its date of issue set forth herein.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Countersigned:


Authorized Validating Signature




President

Attest: Secretary

KAR-VIN ABSTRACT CORP.
273 Quassaick Avenue
New Windsor, N.Y. 12550
(914) 562-2622

CONDITIONS OF THIS POLICY

Section 1

DEFINITIONS

(a) Wherever the term "insured" is used in this policy it includes those who succeed to the interest of the insured by operation of law including, without limitation, heirs, distributees, devisees, survivors, personal representatives, next of kin or corporate successors, as the case may be, and those to whom the insured has assigned this policy where such assignment is permitted by the terms hereof, and whenever the term "insured" is used in the conditions of this policy it also includes the attorneys and agents of the "insured."

(b) Wherever the term "this company" is used in this policy it means *Commonwealth Land Title Insurance Company*.

(c) Wherever the term "final determination" or "finally determined" is used in this policy, it means the final determination of a court of competent jurisdiction after disposition of all appeals or after the time to appeal has expired.

(d) Wherever the term "the premises" is used in this policy, it means the property insured herein as described in Schedule A of this policy including such buildings and improvements thereon which by law constitute real property.

(e) Wherever the term "recorded" is used in this policy it means, unless otherwise indicated, recorded in the office of the recording officer of the county in which property insured herein lies.

Section 2 DEFENSE AND PROSECUTION OF SUITS

(a) This company will, at its own cost, defend the insured in all actions or proceedings founded on a claim of title or incumbrance not excepted in this policy.

(b) This company shall have the right and may, at its own cost, maintain or defend any action or proceeding relating to the title or interest hereby insured, or upon or under any covenant or contract relating thereto which it considers desirable to prevent or reduce loss hereunder.

(c) In all cases where this policy requires or permits this company to prosecute or defend, the insured shall secure to it the right and opportunity to maintain or defend the action or proceeding, and all appeals from any determination therein, and give it all reasonable aid therein, and hereby permits it to use therein, at its option, its own name or the name of the insured.

(d) The provisions of this section shall survive payment by this company of any specific loss or payment of the entire amount of this policy to the extent that this company shall deem it necessary in recovering the loss from those who may be liable therefor to the insured or to this company.

Section 3 CASES WHERE LIABILITY ARISES

No claim for damages shall arise or be maintainable under this policy except in the following cases:

(a) Where there has been a final determination under which the insured may be dispossessed, evicted or ejected from the premises or from some part or undivided share or interest therein.

(b) Where there has been a final determination adverse to the title, upon a lien or encumbrance not excepted in this policy.

(c) Where the insured shall have contracted in good faith in writing to sell the insured estate or interest, or where the insured estate has been sold for the benefit of the insured pursuant to the judgment or order of a court and the title has been rejected because of a defect or encumbrance not excepted in this policy and there has been a final determination sustaining the objection to the title.

(d) Where the insurance is upon the interest of a mortgagee and the mortgage has been adjudged by a final determination to be invalid or ineffectual to charge the insured's estate or interest in the premises, or subject to a prior lien or encumbrance not excepted in this policy; or where a recording officer has refused to accept from the insured a satisfaction of the insured mortgage and there has been a final determination sustaining the refusal because of a defect in the title to the said mortgage.

(e) Where the insured shall have negotiated a loan to be made on the security of a mortgage on the insured's estate or interest in the premises and the title shall have been rejected by the proposed lender and it shall have been finally determined that the rejection of the

title was justified because of a defect or encumbrance not excepted in this policy.

(f) Where the insured shall have transferred the title insured by an instrument containing covenants in regard to title or warranty thereof and there shall have been a final determination on any of such covenants or warranty, against the insured, because of a defect or encumbrance not excepted in this policy.

(g) Where the insured estate or interest or a part thereof has been taken by condemnation and it has been finally determined that the insured is not entitled to a full award for the estate or interest taken because of a defect or encumbrance not excepted in this policy.

No claim for damages shall arise or be maintainable under this policy (1) if this company, after having received notice of an alleged defect or encumbrance, removes such defect or encumbrance within thirty days after receipt of such notice; or (2) for liability voluntarily assumed by the insured in settling any claim or suit without the written consent of this company.

Section 4

NOTICE OF CLAIM

In case a purchaser or proposed mortgage lender raises any question as to the sufficiency of the title hereby insured, or in case actual knowledge shall come to the insured of any claim adverse to the title insured hereby, or in case of the service on or receipt by the insured of any paper, or of any notice, summons, process or pleading in any action or proceeding, the object or effect of which shall or may be to impugn, attack or call in question the validity of the title hereby insured, the insured shall promptly notify this company thereof in writing at its main office and forward to this company such paper or such notice, summons, process or pleading. Delay in giving this notice and delay in forwarding such paper or such notice, summons, process or pleading shall not affect this company's liability if such failure has not prejudiced and cannot in the future prejudice this company.

Section 5

PAYMENT OF LOSS

(a) This company will pay, in addition to the loss, all statutory costs and allowances imposed on the insured in litigation carried on by this company for the insured under the terms of this policy. This company shall not be liable for and will not pay the fees of any counsel or attorney employed by the insured.

(b) In every case where claim is made for loss or damage this company (1) reserves the right to settle, at its own cost, any claim or suit which may involve liability under this policy; or (2) may terminate its liability hereunder by paying or tendering the full amount of this policy; or (3) may, without conceding liability, demand a valuation of the insured estate or interest, to be made by three arbitrators or any two of them, one to be chosen by the insured and one by this company, and the two thus chosen selecting an umpire. Such valuation, less the amount of any encumbrances on said insured estate and interest not hereby insured against, shall be the extent of this company's liability for such claim and no right of action shall accrue hereunder for the recovery thereof until thirty days after notice of such valuation shall have been served upon this company, and the insured shall have tendered a conveyance or assignment of the insured estate or interest to this company or its designee at such valuation, diminished as aforesaid. The foregoing option to fix a valuation by arbitration shall not apply to a policy insuring a mortgage or leasehold interest.

(c) Liability to any collateral holder of this policy shall not exceed the amount of the pecuniary interest of such collateral holder in the premises.

(d) All payments made by this company under this policy shall reduce the amount hereof pro tanto except (1) payments made for counsel fees and disbursements in defending or prosecuting actions or proceedings in behalf of the insured and for statutory costs and allowances imposed on the insured in such actions and proceedings, and (2) if the insured is a mortgagee, payments made to satisfy or subordinate prior liens or encumbrances not set forth in Schedule B.

(e) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within thirty days thereafter.

CONDITIONS CONTINUED ON INSIDE BACK COVER



MARKET VALUE POLICY RIDER

Date of Issue: September 2, 1986

RIDER NUMBER

751-020204

Name(s) of Insured Homeowner(s)

Title No. H551849

Douglas Jones and Grace Jones

Owner's Statement of Coverage:

In consideration of the payment of the additional premium for the issuance of this Rider to the Basic Policy, the company insures the named homeowner against loss or damage not exceeding the market value of the premises at the time of loss, in accordance with the conditions of the Basic Policy not inconsistent with the provisions of this Rider, and subject to the matters excepted from coverage in Schedule B.

DEFINITIONS:

- (a) The Basic Policy is the policy issued to the named insured herein in the amount of the original purchase price paid for the insured premises, and is identified as N.Y.B.T.U. Form No. 100D or 100E.
- (b) A homeowner is a natural person, fee owner and resident of a one or four family dwelling, a residential condominium unit, or a residential co-operative leasehold interest. The benefits of this Rider shall be available only to the named insured provided he is a homeowner as defined herein at the date of the issuance of this Rider and at the date any claim under this Rider is made.
- (c) Market value at time of loss shall be such value of the insured premises as is established in accordance with the procedures for valuation set forth in paragraph 5(b) (3) of the Basic Policy. Such valuation shall be determined as of the time that Notice of Claim is given to the company pursuant to the Basic Policy, minus the market value of any improvements made to the premises subsequent to the date of the Basic Policy. The valuation procedures set forth in paragraph 5(b) (3) of the Basic Policy shall also apply in the event the insured premises is a residential cooperative leasehold interest.

CONDITIONS:

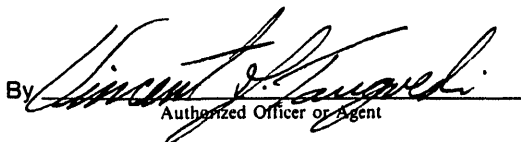
- (a) Paragraph 6 of the Basic Policy is hereby amended to delete subdivisions (b) and (c). The first and second paragraphs of subdivision (a) are hereby deleted and the following paragraph is substituted in place thereof:
In the event that a partial loss occurs after the insured makes an improvement to the insured premises subsequent to the date of this Rider, the valuation of such partial loss shall be determined in relationship to the market value of the premises at the time of such partial loss, minus the market value of such improvements made to the insured premises subsequent to the date of this Rider.
- (b) Notwithstanding anything herein to the contrary, in the event of a loss, partial or total, the insured shall have the option to elect to value such loss under the terms of this Rider or under the terms and amount of the Basic Policy.
- (c) All other provisions of the Basic Policy, not inconsistent with the provisions of this Rider, shall remain in full force and effect.
- (d) This Rider and the Basic Policy is the entire contract between the named insured and the Company.

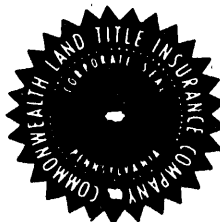
IN WITNESS WHEREOF COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers.

Countersigned

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By

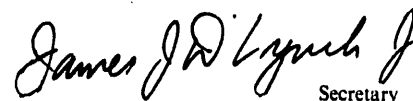

Authorized Officer or Agent



By


President

Attest:


Secretary

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Policy No. 606-197124

Title No. H551849

Name of Insured Douglas Jones and Grace Jones

Amount of Insurance \$ 124,900.00

Date of Issue September 2, 1986

The estate or interest insured by this policy is fee simple vested in the insured by means of deed

made by Howard Rogers, Jr., to the insured dated 9/2/86
and duly recorded in the office of the County Clerk,
County of Orange.

SCHEDULE B

The following estates, interests, defects, objections to title, liens and incumbrances and other matters are excepted from the coverage of this policy:

1. Defects and incumbrances arising or becoming a lien after the date of this policy, except as herein provided.
2. Consequences of the exercise and enforcement or attempted enforcement of any governmental, war or police powers over the premises.
3. Any laws, regulations or ordinances (including, but not limited to zoning, building, and environmental protection) as to the use, occupancy, subdivision or improvement of the premises adopted or imposed by any governmental body, or the effect of any non-compliance with any violation thereof.
4. Judgments against the insured or estates, interests, defects, objections, liens or incumbrances created, suffered, assumed or agreed to, by or with the privity of the insured.
5. Title to any property beyond the lines of the premises, or title to areas within or rights or easements in any abutting streets, roads, avenues, lanes, ways or waterways, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement, unless this policy specifically provides that such titles, rights, or easements are insured. Notwithstanding any provisions in this paragraph to the contrary, this policy, unless otherwise excepted, insures the ordinary rights of access and egress belonging to abutting owners.
6. Title to any personal property, whether the same be attached to or used in connection with said premises or otherwise.
7. Mortgage made by Douglas Jones and Grace Jones to Citibank, N.A., dated 9/2/86 recorded 9/4/86 in Liber 2373 Mp. 55 in the office of the County Clerk, County of Orange.
8. Survey dated 7/28/86 made by Anthony D. Valdina, L.S. #049120, shows: 1) dwelling, deck with roof, patio with roof, walk, wall with wood fence, in-ground pool, metal shed and walk within bounds, 2) concrete around in-ground pool extends up to 0.4 plus or minus feet outside southeasterly boundary line, 3) cyclone fence extends up to 0.4 plus or minus feet outside southeasterly boundary lines.
9. Rights of tenants or persons in possession.
10. Covenants and restrictions in Liber 935 Cp. 459. Grant in Liber 1212 Cp. 605.
11. Underground encroachments and easements, if any, including pipes and drains and such rights as may exist for entry upon said premises to maintain and repair the same.
12. The amount of acreage is not insured.

SCHEDULE "B" OF THIS POLICY CONSISTS OF TWO SHEET(S).

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Policy No. 606-197124

Title No. H551849

SCHEDULE B (continued)

13. Policy does not insure title to any land lying within the lines of any street, road, avenue, lane, turnpike or highway in front of or adjoining the premises described in Schedule "A" or which may cross over the same.
14. Subject to rights and easements if any acquired by any public utilities company to maintain its poles and operate its wires, lines etc., in, to and over the premises herein and in, to and over the streets adjacent thereto.
15. No personal inspection having been made by this Company, policy will except any state of facts an inspection would disclose.

SCHEDULE "B" OF THIS POLICY CONSISTS OF two SHEET(S).

SCHEDULE A

The premises in which the insured has the estate or interest covered by this policy

All those certain pieces or parcels of land lying, situate and being in the Town of New Windsor, County of Orange and State of New York, being known and designated as Lot No. 20 and the southerly 20' of Lot No. 21, and shown on a Map entitled, "Woodlawn Park (Lands of New Windsor Land Co., Inc.)", revised 19 November 1942 and filed in Orange County Clerk's office on 30 November 1942 and being more particularly described as follows;

Beginning at an iron rod found on the easterly line of Cedar Avenue, said point being 367.75' measured northerly along said line from the intersection of the easterly line of said Cedar Avenue with the northerly line of Union Avenue according to Deed and Liber 1331 of Deeds at Page 283; and running thence, along the said line of Cedar Avenue, N 35° 12' E 70.0' to a concrete monument found; thence, leaving the said line of Cedar Avenue and through aforesaid Lot 21, S 54° 48' E, passing through a pipe in concrete found at 80.02', a total distance of 150.0' to a point; thence, S 35° 12' W 70.0' to an iron pipe found at the corner of Lot Nos. 19 and 20; thence, along the division line of said Lot Nos. 19 and 20, N 54° 48' W, passing through an iron pipe found at 75.0', a total distance of 150.0' to the point or place of beginning.

CONDITIONS CONTINUED FROM INSIDE FRONT COVER

Section 6

COINSURANCE AND APPORTIONMENT

(a) In the event that a partial loss occurs after the insured makes an improvement subsequent to the date of this policy, and only in that event, the insured becomes a coinsurer to the extent hereinafter set forth.

If the cost of the improvement exceeds twenty per centum of the amount of this policy, such proportion only of any partial loss established shall be borne by the company as one hundred twenty per centum of the amount of this policy bears to the sum of the amount of this policy and the amount expended for the improvement. The foregoing provisions shall not apply to costs and attorneys' fees incurred by the company in prosecuting or providing for the defense of actions or proceedings in behalf of the insured pursuant to the terms of this policy or to costs imposed on the insured in such actions or proceedings, and shall apply only to that portion of losses which exceed in the aggregate ten per cent of the face of the policy.

Provided, however, that the foregoing coinsurance provisions shall not apply to any loss arising out of a lien or encumbrance for a liquidated amount which existed on the date of this policy and was not shown in Schedule B; and provided further, such coinsurance provisions shall not apply to any loss if, at the time of the occurrence of such loss, the then value of the premises, as so improved, does not exceed one hundred twenty per centum of the amount of this policy.

(b) If the premises are divisible into separate, independent parcels, and a loss is established affecting one or more but not all of said parcels, the loss shall be computed and settled on a pro rata basis as if this policy were divided pro rata as to value of said separate, independent parcels, exclusive of improvements made subsequent to the date of this policy.

(c) Clauses "(a)" and "(b)" of this section apply to mortgage policies only after the insured shall have acquired the interest of the mortgagor.

(d) If, at the time liability for any loss shall have been fixed pursuant to the conditions of this policy, the insured holds another policy of insurance covering the same loss issued by another company, this company shall not be liable to the insured for a greater proportion of the loss than the amount that this policy bears to the whole amount of insurance held by the insured, unless another method of apportioning the loss shall have been provided by agreement between this company and the other insurer or insurers.

Section 7

ASSIGNMENT OF POLICY

If the interest insured by this policy is that of a mortgagee, this policy may be assigned to and shall inure to the benefit of successive assignees of the mortgage without consent of this company or its endorsement of this policy. Provision is made in the rate manual of New York Board of Title Underwriters filed with the Superintendent of Insurance of the State of New York on behalf of this and other

member companies for continuation of liability to grantees of the insured in certain specific circumstances only. In no circumstance provided for in this section shall this company be deemed to have insured the sufficiency of the form of the assignment or other instrument of transfer or conveyance or to have assumed any liability for the sufficiency of any proceedings after the date of this policy.

Section 8

SUBROGATION

(a) This company shall to the extent of any payment by it of loss under this policy, be subrogated to all rights of the insured with respect thereto. The insured shall execute such instruments as may be requested to transfer such rights to this company. The rights so transferred shall be subordinate to any remaining interest of the insured.

(b) If the insured is a mortgagee, this company's right of subrogation shall not prevent the insured from releasing the personal liability of the obligor or guarantor or from releasing a portion of the premises from the lien of the mortgage or from increasing or otherwise modifying the insured mortgage provided such acts do not affect the validity or priority of the lien of the mortgage insured. However, the liability of this company under this policy shall in no event be increased by any such act of the insured.

Section 9

MISREPRESENTATION

Any untrue statement made by the insured, with respect to any material fact, or any suppression of or failure to disclose any material fact, or any untrue answer by the insured, to material inquiries before the issuance of this policy, shall void this policy.

Section 10

NO WAIVER OF CONDITIONS

This company may take any appropriate action under the terms of this policy whether or not it shall be liable hereunder and shall not thereby concede liability or waive any provision of this policy.

Section 11

POLICY ENTIRE CONTRACT

All actions or proceedings against this company must be based on the provisions of this policy. Any other action or actions or rights of action that the insured may have or may bring against this company in respect of other services rendered in connection with the issuance of this policy, shall be deemed to have merged in and be restricted to its terms and conditions.

Section 12

VALIDATION AND MODIFICATION

This policy is valid only when duly signed by a validating officer or agent. Changes may be effected only by written endorsement. If the recording date of the instruments creating the insured interest is later than the policy date, such policy shall also cover intervening liens or encumbrances, except real estate taxes, assessments, water charges and sewer rents.

ENDORSEMENTS



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

(47)

November 29, 1992

Grace & Douglas Jones
123 Cedar Avenue
New Windsor, NY 12553

Re: Tax Map Parcel 19-4-90

Dear Mr. & Mrs. Jones:

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The charge for this service is \$65.00, minus your deposit of \$25.00. Please remit the balance of \$40.00 to the Town Clerk's office.

Sincerely,

Leslie Cook (cc)

Leslie Cook
Sole Assessor

LC/cad
Attachments
cc: Pat Barnhart

Grasso, Philip L. Jr. & Diana M.
108 Cedar Ave.
New Windsor, NY 12553

Farbent, Floyd M. & Margaret M.
9 Locust Ave.
New Windsor, NY 12553

Delepup, John & Margaret C.
5 Locust Ave.
New Windsor, NY 12553

Lake, Andrew & Julia M.
112 Cedar Ave.
New Windsor, NY 12553

Edwards, Buddv Joe & Wilma
114 Cedar Ave.
New Windsor, NY 12553

Crudele, Nicandro & Anna
116 Cedar Ave.
New Windsor, NY 12553

Cherry, Ruth S.
118 Cedar Ave.
New Windsor, NY 12553

Thompson, Anna
6 Hickory Ave.
New Windsor, NY 12553

Tenney, William L. & Louise M.
33 Fleetwood Dr.
Newburgh, NY 12550

Chivattoni, Frank J. Sr. & Charlotte
10 Hickory Ave.
New Windsor, NY 12553

Brune, Frederick J. & Roberta M.
12 Hickory Ave.
New Windsor, NY 12553

Brower, Elizabeth
14 Hickory Ave.
New Windsor, NY 12553

St. Francis Church
145 Benkard Ave.
Newburgh, NY 12550

Janufka, Fred F. & Marian A.
158 Union Ave.
New Windsor, NY 12553

Travis, Ezra T. & Rose H.
160 Union Ave.
New Windsor, NY 12553

Callahan, Lewis L. & Andrews, Jean Marie
164 Union Ave.
New Windsor, NY 12553

Stamm, James Edward
168 Union Ave.
New Windsor, NY 12553

Faitak, Frank Joseph & Mary J.
133 Cedar Ave. MD 23
New Windsor, NY 12553

Seymour, Lewis R. & Katherine P.
131 Cedar Ave.
New Windsor, NY 12553

Silvagni, James & Mary
129 Cedar Ave.
New Windsor, NY 12553

Silvagni, Mary
127 Cedar Ave.
New Windsor, NY 12553

Ellingsen, Henry & Rosemary
125 Cedar Ave.
New Windsor, NY 12553

Marshall, Anthony & Rita
121 Cedar Ave.
New Windsor, NY 12553

Town of New Windsor
555 Union Ave.
New Windsor, NY 12553

Metzger, Margaret L.
119 Cedar Ave.
New Windsor, NY 12553

Casey, Justine & John
117 Cedar Ave.
New Windsor, NY 12553

Spreer, Daniel C. & Nancy M.
115 Cedar Ave.
New Windsor, NY 12553

Starkey, Donald F. & Linda J. Lawrence
113 Cedar Ave.
New Windsor, NY 12553

Van Wagner, Keith A. & Dawn
111 Cedar Ave.
New Windsor, NY 12553

Tucker, Helen C.
13 Hickory Ave.
New Windsor, NY 12553

Cocchio, Joseph & Drena
11 Hickory Ave.
New Windsor, NY 12553

Chivattoni, Ann M.
9 Hickory Ave.
New Windsor, NY 12553

Kuzminski, Michael & Mary R.
5 Hickory Ave.
New Windsor, NY 12553

Quicksell, Donald E. & Chin S.
122 Cedar Ave.
New Windsor, NY 12553

Voellmann, Richard H. & Jeannette
124 Cedar Ave.
New Windsor, NY 12553

Cedar Avenue Associates
63 Grand Ave.
Newburgh, NY 12550

Pisani, Richard F.
6 Woodlawn Ave.
New Windsor, NY 12553

Chivattoni, Robert
8 Woodlawn Ave.
New Windsor, NY 12553

Cotton, Carol & Leary, Helen
12 Woodlawn Ave.
New Windsor, NY 12553

Steimle, Frank A. & Marie
14 Woodlawn Ave.
New Windsor, NY 12553

Kogge, Russell G. & McCutcheon Marianne
9 Woodlawn Ave.
New Windsor, NY 12553

Armour, Robert J. & Evelyn M.
7 Woodlawn Ave.
New Windsor, NY 12553

Morrison, Kevin M. & Valerie
5 Woodlawn Ave.
New Windsor, NY 12553

Manuche, George J. Jr. & Martha Wright
One Lincoln Plaza
New York, NY 10001

DaMario, Carmine
61 Clancy Ave.
New Windsor, NY 12553

Ferguson, Donald G. & Dolores B.
178 Union Ave.
New Windsor, NY 12553

Mule, Peter & Maria
174 Union Ave.
New Windsor, NY 12553